

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
SOUTHERN DIVISION  
CIVIL ACTION NO.: \_\_\_\_\_-CV-\_\_\_\_\_**

**ADAM JONES d/b/a TRIPLE J FARMS, and  
LAWVER INSURANCE & FINANCIAL  
SERVICES d/b/a  
INSURANCE OF THE CAROLINAS,**

**Plaintiffs,**

**v.**

**CRUM & FORSTER SPECIALTY  
INSURANCE COMPANY,**

**Defendant.**

**NOTICE OF REMOVAL**

Defendant, CRUM & FORSTER SPECIALTY INSURANCE COMPANY (“Crum & Forster”), pursuant to 28 U.S.C. §§ 1332, 1441, and 1446 – 1452, hereby removes to the United States District Court for the Eastern District of North Carolina, Southern Division, from the General Court of Justice, Superior Court Division of Robeson County, North Carolina, the case styled *Adam Jones d/b/a Triple J Farms, et al. v. Crum & Forster Specialty Insurance Company*, Case No. 21-CVS-03150 (“Complaint”). As grounds for removal, Crum & Forster states:

**Background**

1. Plaintiffs ADAM JONES d/b/a TRIPLE J FARMS (“TJF”) and LAWVER INSURANCE & FINANCIAL SERVICES d/b/a INSURANCE OF THE CAROLINAS (“IOC”) (Collectively “Plaintiffs”) commenced this action by filing the Complaint on or about December 9, 2021. Pursuant to Local Rule 5.3(a)(1), true and legible copies of all process, pleadings, orders, and other documents that have been served, excluding discovery, in the state court action through the date of removal are attached hereto. The summons issued to Crum & Forster is attached as

Exhibit 1. The Complaint is attached as Exhibit 2.

2. The Complaint contains claims for reformation of an insurance policy issued by Crum & Forster to TJF, as well as claims of breach of contract and unfair trade practices. *See* Exhibit 2, Complaint at ¶¶ 28-38.

3. Crum & Forster issued an insurance policy to TJF covering certain Scheduled Equipment under the Policy, specifically an AgCo Gleaner Combine and Header in the amount of \$210,000. A copy of the Crum & Forster Policy is attached as Exhibit 3.

4. The Complaint alleges that due to IOC's error, the wrong combine and header were listed under the Schedule of Equipment in the Policy. Exhibit 2, Complaint at ¶ 17. The Complaint further alleges that TJF and Crum & Forster both intended for the Policy to insure a New Holland combine and header instead. *Id.* at ¶ 19. The Complaint seeks reformation of the Policy and payment of TJF's claim for loss of the New Holland combine and header due to fire. *Id.* at ¶ 19.

5. The Complaint further alleges that TJF and IOC entered into an agreement under which IOC advanced TJF \$134,258.06, so that TJF could purchase a new combine and header. *Id.* at ¶ 25. The Complaint alleges that the amount advanced by IOC to TJF did not cover the full amount of TJF's claims under the Policy, nor did it cover TJF's claim for consequential damages against Crum & Forster. *Id.* at ¶ 26.

6. Plaintiffs served process issued in the state court action on Crum & Forster through the North Carolina Department of Insurance on January 11, 2022, and the North Carolina Department of Insurance, in turn, forwarded a copy of the summons and complaint to Crum & Forster, which was received on January 24, 2022. A copy of the relevant correspondence evidencing service is attached as Exhibit 4.

7. Removal is therefore timely filed within 30 days of service pursuant to 28 U.S.C. §

1446(b), and appropriately removed to this Court pursuant to 28 U.S.C. § 1446(a) because this is the district “within which [the removed] action is pending.” Concurrent with the filing and serving of this Notice of Removal, Defendant shall cause to be filed a copy of this Notice with the General Court of Justice, Superior Division, Robeson County, North Carolina in compliance with 28 U.S.C. § 1446(d).

### **Diversity of Citizenship**

8. Plaintiff TJF is a sole proprietorship owned and operated by Adam Jones, a resident of Robeson County, North Carolina. *See Exhibit 1*, Complaint at ¶ 1. Plaintiff TJF is therefore a citizen of the State of North Carolina pursuant to 28 U.S.C. §1332(c)(1).

9. Plaintiff IOC is a North Carolina corporation with its principal place of business in Randolph, North Carolina. *See Id.* at ¶ 2. Plaintiff is therefore a citizen of the State of North Carolina pursuant to 28 U.S.C. §1332(c)(1).

10. Crum & Forster is a corporation organized under the laws of the State of Delaware with its principal place of business in Morristown, New Jersey, and is therefore a citizen of the States of Delaware and New Jersey pursuant to 28 U.S.C. §1332(c)(1).

11. Removal is appropriate based on diversity jurisdiction. Pursuant to 28 U.S.C. §1332(a), removal is appropriate on the basis of diversity of jurisdiction because there is complete diversity of citizenship among Plaintiffs and Crum & Forster.

### **Amount in Controversy**

12. The amount in controversy in this action exceeds the sum or value of \$75,000.00, exclusive of interest, attorneys’ fees, and costs. *See* 28 U.S.C. § 1332(a).

13. According to the Complaint, Plaintiffs seek in excess of \$134,258.06 in coverage under the Crum & Forster Policy issued to TJF, including consequential damages and treble

damages pursuant to N.C. Gen. State. § 25-1.1 & 75-16. *See Exhibit 1*, Complaint at ¶¶ 25-26 & 38.

14. Therefore, this action satisfies the amount in controversy requirement under 28 U.S.C. §1441(a).

#### **Robeson County Filings**

15. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being served upon counsel for Plaintiffs and filed with the Robeson County Clerk of Superior Court. A copy of the Notice of Removal to Opposing Counsel is attached as Exhibit 5. A copy of the Notice of Filing of Notice of Removal is attached as Exhibit 6.

#### **Conclusion**

16. This litigation is therefore a civil action over which this Court has original diversity jurisdiction pursuant to 28 U.S.C. §1332(a)(1) and is one that may be removed to this Court by Crum & Forster pursuant to 28 U.S.C. §1441(a) because (1) the action is between citizens of different states, and (2) the amount in controversy exceeds \$75,000, exclusive of interests and costs.

17. Notwithstanding this removal, Crum & Forster does not waive and specifically reserves any and all objections, exceptions or defenses to this action, including but not limited to, moving to have this matter dismissed, stayed and/or transferred to another court. Crum & Forster further reserves the right to amend or supplement this Notice of Removal if necessary.

WHEREFORE, Defendant, CRUM & FORSTER SPECIALTY INSURANCE COMPANY removes this action from the General Court of Justice, Superior Court Division of Robeson County, North Carolina to the United States District Court for the Eastern District of North Carolina, and requests that this Court exercise jurisdiction over this action.

This the 10th day of February, 2022.

**JAMES, McELROY & DIEHL, P.A.**

By: /s/ Adam L. Ross

Adam L. Ross, NC State Bar No. 31766  
Alexandra B. Bachman, NC State Bar No. 54746  
525 N. Tryon Street, Suite 700  
Charlotte, North Carolina 28202  
Telephone: (704) 372-9870  
Facsimile: (704) 348-0800  
Email: [aross@jmdlaw.com](mailto:aross@jmdlaw.com)  
[abachman@jmdlaw.com](mailto:abachman@jmdlaw.com)

Kristin V. Gallagher (*pro hac vice* forthcoming)  
[kristin.gallagher@kennedyslaw.com](mailto:kristin.gallagher@kennedyslaw.com)  
Martin Harms (*pro hac vice* forthcoming)  
[martin.harms@kennedyslaw.com](mailto:martin.harms@kennedyslaw.com)  
Kennedys CMK LLP  
120 Mountain View Boulevard  
Basking Ridge, NJ 07920  
Tel: (908) 848-1220

*Counsel for Defendant*  
*Crum & Forster Specialty Insurance Company*

## **CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing **NOTICE OF REMOVAL** has this date been electronically filed with the Clerk of Court using the CM/ECF system, and has been served on counsel for Plaintiffs via first class mail, sufficient postage prepaid, and addressed as follows:

Michael T. Medford  
Manning, Fulton & Skinner, P.A.  
3605 Glenwood Avenue, Suite 500  
P.O. Box 20389  
Raleigh, NC 20389  
Fax: 919-325-4618  
Email: [medford@manningfulton.com](mailto:medford@manningfulton.com)  
*Attorneys for Lawyer Insurance and Financial  
Services d/b/a Insurance of the Carolinas*

R. Steven DeGeorge  
Spencer T. Wiles  
Robinson Bradshaw & Hinson, P.A.  
101 North Tryon Street, Suite 1900  
Charlotte, NC 28246  
Fax: 919-328-8790  
Email: [sdegeorge@robinsonbradshaw.com](mailto:sdegeorge@robinsonbradshaw.com)  
[swiles@robinsonbradshaw.com](mailto:swiles@robinsonbradshaw.com)  
*Attorneys for Adam Jones d/b/a Triple J Farms*

This the 10th day of February, 2022.

**JAMES, McELROY & DIEHL, P.A.**

By: /s/ Adam L. Ross  
Adam L. Ross  
Alexandra B. Bachman  
525 N. Tryon Street, Suite 700  
Charlotte, North Carolina 28202  
Telephone: (704) 372-9870  
Facsimile: (704) 348-0800  
Email: [aross@jmdlaw.com](mailto:aross@jmdlaw.com)  
[abachman@jmdlaw.com](mailto:abachman@jmdlaw.com)

Kristin V. Gallagher (*pro hac vice* forthcoming)  
[kristin.gallagher@kennedyslaw.com](mailto:kristin.gallagher@kennedyslaw.com)  
Martin Harms (*pro hac vice* forthcoming)  
[martin.harms@kennedyslaw.com](mailto:martin.harms@kennedyslaw.com)  
Kennedys CMK LLP  
120 Mountain View Boulevard  
Basking Ridge, NJ 07920  
Tel: (908) 848-1220

*Counsel for Defendant  
Crum & Forster Specialty Insurance Company*

